

Glass Light &amp; Special Structures

By Email

Email - [enquiries@berryrange.com](mailto:enquiries@berryrange.com)  
Email - [admin@berryrange.com](mailto:admin@berryrange.com)  
Web - [www.berryrange.com](http://www.berryrange.com)Date: 16<sup>th</sup> February 2017**Our Ref: E6396A/CL/01/R0**

For the attention of Tim Macfarlane

Dear Sirs,

Re – Steel Sheet Piling, Ferdinand Place, Site A and Site B

Please find enclosed our estimate E6396A/BQ/01/R0 for the above mentioned works.

This estimate should be read in conjunction with the attached pricing notes, technical notes, piling attendances and piling terms and conditions.

If you have any queries regarding this estimate please contact the writer on 01622 794460.

Yours sincerely,

John Cloude  
Estimating  
Berryrange Ltd.

Encl.



# Berryrange Ltd.

Contract : Ferdinand Place

Date :- 16th February 2017

Client :- Glass Light & Special Structures

Our Ref :- E6396A/BQ/01/R0

F.A.O. Tim Macfarlane

Item	Description	Quant.	Unit	Rate	Amount
	<b><u>Re:- Sheet Piling, Installation</u></b> Estimate based on Berryrange design - V1				
1a	Mobilisation and demobilisation of all equipment to and from site.	1	per visit	£15,220.00	£15,220.00
1b	Internal Site Move	1	per move	£2,370.00	£2,370.00
2	Provide a Warranty - cost subject to agreed wording		sum		Not Offered
3	Production of a full sheet pile design report - excludes work on AIP or Rail Forms		sum	£1,500.00	£1,500.00
4	Production of a temporary framing design - Does not include visits to site to inspect and sign off on completion		sum	£1,500.00	£1,500.00
5	Provide a Bond - cost subject to agreed wording		sum		Not Offered
6a	U Piler reaction stand set up.	3	no	£1,420.00	£4,260.00
6b	Zero Piler reaction stand set up	2	no	£2,150.00	£4,300.00
7	DC1 Zero Piles to No. 1A Harmood St and No.2 Ferdinand Place Supply, handle and install the following sheet piles using a JZ100 silent zero piler for a quiet and vibration free method 47no NS-SP-J Zero Piles x 7.0m long to retain a maximum of 4.0m, propped in both the temporary and permanent cases. Piles installed from EGL. Temporary waling load = 35kN/m (excluding arching), installed at -0.5m begl. Axial capacity of pile in excess of that stated for this section of wall. Anticipated deflection <5mm (excluding temporary frame deflections).	197.4	m <sup>2</sup>	£294.81	£58,195.49
8	DC2 Zero Piles to rear gardens adj. to No 1A Harmood St. Supply, handle and install the following sheet piles using a JZ100 silent zero piler for a quiet and vibration free method 55no NS-SP-J Zero Piles x 8.0m long to retain a maximum of 4.0m, propped in both the temporary and permanent cases. Piles installed from EGL. Temporary waling load = 35kN/m (excluding arching), installed at -0.5m begl. Axial capacity of pile in excess of that stated for this section of wall. Anticipated deflections <5mm (excloding temporary frame deflections).	264.0	m <sup>2</sup>	£294.74	£77,811.36

9	DC3 Larsen Piles to Remainder of Site A Supply, handle and install the following sheet piles using a WP150 silent piler or similar for a quiet and vibration free method 106no TKL604 piles x 8.5m long to retain a maximum of 4.0m, propped in both the temporary and permanent cases. Piles installed from EGL. Temporary waling load = 35kN/m (excluding arching), installed at -0.5m begl. Axial capacity of pile in excess of that stated for this section of wall. Anticipated deflections <5mm (exclding temporary frame deflections).	540.6	m <sup>2</sup>	£132.80	£71,791.68
10	DC4 Larsen Piles to Site B Supply, handle and install the following sheet piles using a WP150 silent piler or similar for a quiet and vibration free method 54no TKL605 piles x 10.0m long to retain a maximum of 4.0m in cantilever (temporary) and propped in the permanent condition. Axial capacity of pile in excess of that stated for this section of wall. Anticipated deflections <15mm in the temporary cantilever condition.	324.0	m <sup>2</sup>	£145.08	£47,005.92
11	E.O. for interlocking corner pieces - 7no allowed <b>Please note, NS-SP-J piles are not compatible with standard pile corners nor are there special corners available for Zero pile to Zero Pile. These corners will need to be plated following excavation to formation - see point 14 below</b>	62.0	lin m	£67.69	£4,196.78
12	E.O. for plating to close corner to exc depth only - 4no allowed <b>For Zero pile corners or Zero pile to standard Larsen pile junction</b>	16.0	lin m	£69.48	£1,111.68
13	Mobilisation of welders to weld plated corners, clutches, puddle flanges and shear studs	1	per visit	£673.00	£673.00
14	Supply and fix temporary mild steel bracing frame to the sheet piling				Not Offered
15	Flame cutting piles during installation, in free air		lin m	£18.80	Rate Only
16	Weld clutches of sheet piles ( <b>from pile top to -4m begl</b> )	1,048.0	lin m	£32.22	Ext if Reqd
17	Supply and weld 100*10mm puddle flange to pile profile ( <b>0.9m per pile</b> )	235.8	lin m	£65.88	Ext if Reqd
18	Supply and weld 150mm*19mm dia shear studs		no	£5.97	Rate Only
19	Supply and weld tubular service crossing up to a maximum of 250mm dia		no	£192.80	Rate Only
20	Visual inspection of clutch welds based on 100% of welds inspected	5	days	£510.00	Ext if Reqd
21	MPI testing of clutch welds based on 10% of welds tested	3	days	£510.00	Ext if Reqd
22	Mobilisation of an "Oasis Unit" as per our Pricing Notes		per visit	£520.00	Ext if Reqd
23	Hire of an "Oasis Unit" as per our Pricing Notes (minimum 1 week hire)		week	£270.00	Ext if Reqd
24	Supply 1no. O&M Manual in electronic format		sum	£1,000.00	Ext if Reqd
25	Supply a setting out engineer for the sheet piling element of our works		week	£1,974.00	Ext if Reqd
26	Supply of Temporary Work Supervisor to sign off Piles/Temporary Frame prior to final excavation		per visit	£520.00	Ext if Reqd

27	<p>This bill is to be read in conjunction with the pricing notes, design assumption notes, technical notes, piling attendances and our T's &amp; C's</p> <p style="text-align: center;"><b>Due On Installation</b></p> <p>This estimate is based on the following durations for each specific task. Please allow for any potential delays that you consider may occur at the rates below -</p> <p>13 days to install the Lasen sheet piles with 1no piling gang  8 days to install the Zero sheet piles with 1no piling gang  3 man gang in 1 visit  24 days to carry out clutch welding with 1no 3 man gang in 1 visit  24 days to install the puddle flange with 1no 3 man gang in 1 visit</p> <p>less 2.5% discount for prompt payment</p> <p style="text-align: center;"><b>Total</b></p> <p>Standing time for any reason beyond our control will be charged, based on a 10 hour working day, at the following hourly rates -</p> <p style="text-align: center;">Piling Gang    <b>£310.00</b>                      Zero Piler Gang    <b>£470.00</b>     Ancillary Welding Gang    <b>£134.00</b></p>				<p style="text-align: right;">£289,935.91</p> <p style="text-align: right;">Ext if Reqd Ext if Reqd Ext if Reqd Ext if Reqd</p> <p style="text-align: right;">£289,935.91</p> <p style="text-align: right;">-£7,248.40</p> <p style="text-align: right;"><b>£282,687.51</b></p>
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## Pricing Notes

1. This is a budget estimate subject to receipt of a full site investigation, the resolution of matters detailed below in these pricing notes, design development, further discussions and a site visit.
2. The designer notes the following limitations/assumptions of the sheet pile design:
  - i) Maximum 4.0m temporary retained height.
  - ii) Maximum 0.4m thick RC basement slab.
  - iii) Temporary design carried out only. Assumption of RC ground floor and basement floor slabs will act as permanent props.
  - iv) Full design including permanent analysis will be carried out following receipt of further information from client and acceptance/clarification of design assumptions carried out thus far.
  - v) No ground water was encountered during the SI.
  - vi) Sheet piles designed to take axial loads stated on relevant drawings.
  - vii) Anticipated deflections of DC1 through DC3 (Site A) are <5mm (excluding temporary frame deflections).
  - viii) Anticipated deflections of DC4 (Site B) are <15mm for the temporary cantilever condition – assumed worst case as permanent condition is double propped.
  - ix) Limited soils information provided – limited design parameters and WS to maximum 6.0m begl.
  - x) Piles assumed driven from EGL through 0.5m deep lead trench.
  - xi) Temporary frame assumed RC capping beam cast prior to installation of raking/diagonal struts and will act a waling.
  - xii) Limited UXO information. Currently assumed to be moderate risk area. Further information will be required moving forward.
  - xiii) Limited Contamination information. Further information will be required moving forward.
  - xiv) We note the proximity to the highway (publicly maintainable) and advise you contact the LA for this area with respect to an Highway Technical Approval.
  - xv) We have not included for completing and issuing an AIP to the LA for technical approval.
  - xvi) Design assumes site is level.
  - xvii) Rates given for clutch welding and puddle flange installation to aid waterproofing of the basement structure.
  - xviii) It has been noted that an abandoned brick culvert is present to the boundary adjacent to No.1A Harmood St. This will need clearing by yourselves/your contractor prior to pile installation.
  - xix) It has been assumed that only the boundaries with adjacent property buildings (1A Harmood St and No.2 Ferdinand Place) along with the remainder of the boundary adjacent to 1A Harmood Street will require Zero Piles. The remainder of the site along with Site B assumes there is sufficient access for the standard silent piler driving Larsen piles. This is to make the sheet piling more cost effective. Details of the standard silent piler will be forwarded separately.
  - xx) It is assumed that a 60yr design life is acceptable for the sheet piling works.
3. The estimate is based on current steel prices and it will be necessary for us to reconfirm our estimate prior to the entering of any contract.
4. Where we have produced our own bill of quantities the linear meterage runs of piling and the retained heights that we have derived are stated in the appropriate bill items. Please verify that our assumptions meet your requirements and advise us of any changes you wish to make to enable us to modify our estimate, prior to entering any contract.

close control of the excavation process or there are other reasons to expect excavations levels to be



21. Framing, anchors and props have not been allowed for in this estimate.
22. Soil loosening by auger has not been allowed for using an auger of 22.5kNm torque capacity. We will not continue beyond practical refusal which is reached when the rate of penetration of the auger is less than 200mm per minute.
23. We have allowed for the use of water lubrication to aid pile installation.
24. We have not allowed for any techniques to improve seepage resistance through the pile line.
25. We have allowed for the provision of standard corners to Larsen piles only. At changes of direction and junctions to zero piles we have allowed for butting up full piles only. Control of the exposed soil face at the corner and any ground water rests with yourselves.
26. We have given rates for shear studs, puddle flanges and clutch welding should you wish to consider using the piles as a permanent option and require these to reduce water inflow through the sheet piles and at any sheet pile/concrete interface.
27. We have based our rates for shear studs, clutch welding and puddle flanges on working off a clean level surface, preferably concrete blinding, for efficiency and safety reasons. When wheeled access towers are used these must be able to be moved easily without having to disassemble and re-assemble them. For clutch welding, to ensure each visit is economical we require a minimum of 200 lin m of cleaned exposed clutch to be available, which equates to approximately 1 week of work for two welders. To ensure a waterproof seal is achieved all welding will be carried out from the top down.
28. When permanent clutch welding is offered, it will be a non-structural sealing weld. We have only allowed for testing where specifically detailed.
29. Due allowance should be made for any additional concrete, muck away or other items due to the pile installation tolerances both in position and verticality.
30. Burning off surplus pile lengths may be required; our rate is based on continuity with our other works for lengths not exceeding 500mm in free air. Separate visits can be offered at an enhanced rate should this be required.
31. Burning off surplus pile lengths has not been allowed for in this estimate.
32. This estimate is based on all the SM-J piles being delivered to site from a stockist's current pile stocks held in the UK. The lengths available are reflected in the lengths billed. Availability will need verifying at placement of an order as stocks will diminish.
33. This estimate is based on all of the piles being delivered to site from a stockist's or our current stock. These piles are currently available but this offer is subject to their continuing availability at the time of any contract acceptance.
34. Piles supplied by others as free issue are to be suitable for the ground conditions encountered and installation method. Details of the lengths provided are to be issued by yourselves and agreed with ourselves to enable the measurement of the works.
35. We have allowed for unpainted piles only.
36. Painted piles are not required in our design.
37. We have not allowed for any painting to the piles as we have assumed that it will be carried out by others in situ after pile installation if required.

38. We note the borehole data supplied and must advise that in these ground conditions we cannot accept responsibility for declutched or damaged piles.
39. We have given rates for the supply and hire of an “oasis unit”. We will provide this and charge you at the stated rates should you not provide the required shared welfare facilities.
40. We have given rates for both visual and MPI testing of the permanent welding should they be required.
41. Warranties can be supplied upon agreement of the wording but they will not be handed over until full payments (less any agreed retention monies) are received.
42. Unless specifically itemised in our bill we have not allowed for any Bond.
43. Berryrange have the following insurances in place –
- |                            |      |
|----------------------------|------|
| Employer’s Liability       | £10M |
| Public & Product Liability | £10M |
| Contractor’s All Risk      | £1M  |
| Professional Indemnity     | £10M |
44. Our rates allow for our operatives to attend a site induction at the beginning of their first day of work on site. We would expect to recover any additional cost incurred in any other training, or attending on another day prior to commencing work on site. Where this leads to the operative being unable to work for the rest of the day we would expect to recover their full day’s costs.



## **Appendix A - Technical Notes**

### **A1 General**

- A1.1 Dimensions are based on nominal size of piles. Shrinkage or creep may occur during driving. A best fit solution can only be offered. Any effects this may have on the overall scheme and consequential costs will be the client's responsibility.
- A1.2 With the pressing equipment abrupt changes in the direction of the pile run are achieved using dummy piles placed outside the proposed pile line, gradual changes by shallow curves.
- A1.3 Cantilever piles will deflect under load. During installation and extraction of piles there can be a tendency for settlement to occur adjacent to the pile line as the work improves the density of the adjacent soils. We do not accept liability for reinstatements or the like resulting from this effect.
- A1.4 Inflows of water can be expected in cofferdams below the water table. All costs incurred in dealing with the ingress of water are the responsibility of the customer.
- A1.5 Sheet piling has a limited range of stability. Even a small amount of over-excavation or increased loading on the piles can rapidly make the piles unstable. No allowance for over excavation has been allowed for in our design.
- A1.6 Our price does not include for providing any warrant or bond unless specifically offered. When offered they will be worded to the agreement of our warranty/bond supplier.
- A1.7 Piling by nature can give rise to both noise and vibration, and water may be used to aid installation whilst pressing. The client accepts responsibility for the environmental and physical effects on adjoining or nearby structures or services of the use of the equipment as specified, we can accept no liability in this connection for work carried out in accordance with our method statement. In the event of a Control of Pollution Order being made in respect of our work, you are to pay us for the delay and extra cost involved, in complying.

### **A2 Driving, Extracting and Tolerances**

- A2.1 Unless deflected by obstructions, or adverse ground conditions. We will endeavour to drive sheet piles to within 50mm of the given line and level and 1 in 75 of vertical.
- A2.2 If physical conditions or artificial obstructions prevent the piles from being driven to or extracted from the required lines and levels by the adopted method without undue damage, noise or vibration, or if practical refusal occurs as defined, we reserve the right to employ such other measures as may be agreed to complete the works in which case the additional costs thereof shall form an addition to the value of the works.
- A2.2a Piles will be driven to within 50mm of the agreed levels or refusal. Refusal is defined as one of the following:-
- (i) When the rate of installation or extraction of a pile is below 250mm/Min.
  - (ii) When the head of the pile deforms.
  - (iii) 25mm for 12 blows using impact hammers.

No credit will be given for piles left in or for extracted piles in damaged condition.

- A2.2b We have not allowed for continuing to drive or extract any pile that reaches practical refusal as defined. Time spent in abortive attempts to install or extract piles that have reached practical refusal utilising the stated equipment, shall be reimbursed to us at our day-work & standing rate included in this quotation.

**A3 Material**

- A3.1 Materials delivered to site or stored off site to be paid at cost but title of permanent materials supplied to these will not pass from Berryrange Ltd, until the agreed final account has been paid in full. The legal ownership of and title in all goods and materials supplied on temporary installation contracts shall remain with ourselves.
- A3.2 Credit will be given for common sections in re-usable lengths. No credit will be given for specials short lengths, damaged sections or off-cuts. The measurement of any item for which our quotation rate includes for handling, pitching and driving piles shall be based on the area of piles pitched whether driven to the required level or to prior practical refusal as defined above. This rate shall be indivisible.
- A3.3 We require full payment for piles as delivered, the appropriate credits being allowed on receipt of the undamaged piles in our yard, subject to agreed payment terms.

**A4 Progress of Works**

- A4.1 This quotation is based on continuous uninterrupted working, in a logical sequence, during normal working hours of 7.30 - 18.00 Monday to Friday, and we are able to work progressively in an economic manner without cessation, to completion.
- A4.2 Any agreed programme time or completion date shall be subject to a fair extension of time for any delays beyond our direct control.
- A4.3 The commencement date will be subject to the availability of labour, plant and materials, following receipt of an acceptable order/contract.
- A4.4 Piling by nature other than pressing gives rise to both noise and vibration. We can accept no liability in this connection for work carried out in accordance with our method statement. The client accepts responsibility for the environmental and physical effects on adjoining or nearby structures or services of the use of the equipment as specified.
- A4.5 The Employer/Main Contractor should satisfy himself that all the requirements of the Local Environment Health Officer have been complied with.
- A4.6 In the event of nuisance or damage we shall have the right to employ such measures as may be agreed with the Employer/Main Contractors to complete the works; the extra costs being an addition to the value of the works.
- A4.7 A change to the start date within 7 days of the agreed date may attract additional cost. Any change to the start date is subject to availability of plant and equipment.
- A4.8 Due to the specialist nature of our plant, in the event of damages of costs being applied, a period of 2 weeks shall be added to our contract period, before any liability shall apply. The total amount of any damages for which we may be held liable under this contract shall be a maximum of 3% of our contract sum.

## **Appendix B – Piling Attendances**

- B1 The attendances listed below shall be provided free of charge by **yourselves**.
- B1.1 Design, installation and maintenance of access and working platforms, a minimum 6.0m wide (8.0m when mobile crange is used), to within 1.0m of the pile line, suitable for piling plant, crane and for delivery of piles and equipment by articulated lorry. The maximum gradient our plant can negotiate is 1 in 7.
- B1.2 Berryrange will issue a Working Platform Certificate to accompany the RAMS documentation. The Certificate will include all loading information pertinent to the operation being performed. This certificate must be signed and returned prior to Berryrange mobilising.
- B1.3 Provide adequate protection from our plant and lorries if they are required to operate from or move over road surfaces, kerbs or pavements.
- B1.4 To provide an area 5m x 5m at a level of 650mm below top of pile for our reaction stand, (when using silent piler). Location to be agreed at pre start meeting and shown on the lift plan.
- B1.5 Reasonable level adequate working room free from obstruction and other contractors for our plant and storage for materials within crane reach of final position.
- B1.6 Removal or diversion of any obstruction or services, above or below ground level, including all necessary excavation, filling, pumping, lead trenches and shoring. Any waiting or assistance given by us in this matter will be charged at the daywork rate.
- B1.7 Setting out and checking of lines and levels as work progresses and upon completion, prior to removal of piling equipment from site.
- B1.8 Provision of watching, lighting and statutory warnings as required, and protection of the works.
- B1.9 Clearance for piling is as follows:
- 0.75m each side of the pile centreline (and 0.5m below installed pile level) for the silent piler
  - 1.1m and 0.85m either side of the pile centreline (and 0.5m below installed pile level) for the leader rig
  - 0.65m each side of the pile centreline (and 0.5m below installed pile level) for the Movax vibrator
  - 0.55m each side of the pile centreline (and 1.70m below installed pile level) for an impact hammer.
- B1.10 Shared welfare and other facilities as required by current legislation. Berryrange will require written confirmation (Welfare Certificate) that the obligations commensurate with the CDM 2015 legislation has been met.
- B1.11 When using water to aid pile driving, we draw your attention to our requirements for the supply and disposal of water, in particular all environmental aspects of its disposal. A hydrant supply will be a minimum requirement.
- B1.12 Where extreme conditions require the use of water jetting it is important that consideration is given to the Berryrange water jetting methodology contained within the RAMS document.
- B1.13 During installation or extracting material may adhere to the piles or settlement may occur to adjacent ground. The main contractor will be responsible for any necessary reinstatement or filling.
- B1.14 Disposal of all waste arising from cleaning of extracted piles. These piles must be cleaned on site upon extraction.
- B1.15 Where temporary propping is required that reacts off thrust blocks, these are to be designed and installed by yourselves.
- B1.16 When permanent welding of clutches is offered, the Main Contractor will be responsible for cleaning the pile and particularly the clutch sufficiently to enable the welding to be carried out to the required specification, without further preparation by ourselves. Full and safe access for the welder to the pile clutch including access at high level and edge protection above the welder's head is to be provided free of charge by yourselves, as and when required.
- B1.17 If concrete is to be cast against temporary sheet piles that are to be extracted, you are to supply and fix an adequate de-bonding membrane. We would suggest a minimum of 2 layers of polythene (1000 gauge) and a compressible filler board such as Flexcell.

## **Appendix C –**

### **BERRYRANGE LIMITED - TERMS & CONDITIONS OF CONTRACT**

These Terms & Conditions shall apply to all orders placed with the Contractor, and any stipulations or conditions in a Customer's order which conflict with, qualify or seek to negate any of these Terms & Conditions shall be inapplicable and have no force or effect.

#### **C1. Definitions**

- (a) "Contractor" means Berryrange Limited.
- (b) "Customer" means the party who is engaging the contractor to carry the works.
- (c) "Works" means the items detailed, in the Quotation.
- (d) "Quotation" means the last price issued by the Contractor, and includes pricing notes, Technical notes, and these terms and conditions.
- (e) "Order" Means any instruction to commence works.

#### **C2. The Works**

- (a) The Contractor will carry out and complete the Works in accordance with the Quotation in a good and workmanlike manner.
- (b) The Contractor is entitled to rely on the accuracy and completeness of Customers plans, specifications and reports provided to the Contractor.
- (c) In the case where design forms part of the works, the Customer shall allow a period of 2 weeks from the date of instruction for the Contractor to complete the design and produce design drawings required by the Customer and shall allow a further 4 weeks from the date upon which the Customer approves design drawings to manufacture the Works. Copyright in all design drawings or documents prepared by the Contractor shall remain vested in the Contractor.

#### **C3. Title**

All materials will remain the Contractor's property with title fully vested in the Contractor until the Customer has paid for the Works in full.

#### **C4. Variations and Extras**

- (a) The prices quoted are based upon dimensions, quantities, drawings and specifications given at time of tender. The Contractor reserves the right to require re-calculation and apply supplemental charges if any of these parameters change or to increase the contract price to reflect increases in the cost of materials or labour between the end of the fixed price period specified in the Quotation and the date of completion.
- (b) If additional work is requested by the Customer a quotation will be submitted and the additional work will not be started until the Customer has placed an order. The Contractor shall not be liable for the consequences if late acceptance delays the original Works.

#### **C5. Payment**

- (a) The Contractor may invoice for interim payments each month as the Works proceed. The sums on each interim invoice become due upon the date of issue. Not later than 5 days after the sum becomes due, the Customer will notify the Contractor of the sum that the Customer considers to have been due at the payment due date and the basis upon which that sum has been calculated. The final date for payment shall be 14 days later
- (b) The Customer will not be entitled to withhold payment in whole or in part of any sum due unless he issues a Pay-less Notice not less than 7 days before the final date for payment specifying the sum that the payer considers to be due on the date the notice is served and the basis upon which that sum is calculated. No set-off or abatement will be permitted by reference to any sum due under one or more other contracts.
- (c) The Customer will not be entitled to take any retention unless agreed in writing. The first moiety of retention must be released in full together with VAT upon practical completion of the Contractors works. The second moiety of retention shall be released 6 months later.
- (d) If any payment is not made by the Customer by the expiry of its respective Final date for Payment the Contractor will be entitled to statutory compensation and to charge interest pursuant to the Late Payment of Commercial Debt Regulations 2013. The applicable rate is 8% per annum above Bank of England base rate. In addition the Contractor will after the expiry of seven days from the giving of written notice to this effect to the Customer, be entitled to suspend the Works and any works under any other contract with the Customer until such outstanding sum is paid.
- (e) The Contractor reserves the right to refuse to execute any order or contract if the arrangements for payment of the Customer's credit are not satisfactory. In the case of non-payment of any account by its Final date for Payment or in the case of death, incapacity, bankruptcy or insolvency of the Customer or when the Customer is a Limited Company in the case of liquidation or the appointment of a receiver the purchase price of all goods delivered to date and/or any sums already due from the Customer shall become payable immediately from the Customer and in addition the Contractor has the right to cancel every contract made with the Customer or to cancel, suspend or discontinue delivery of goods and materials for same. This provision acts without prejudice to the Contractor's right to recover any loss sustained, caused by the above circumstances.

#### **C6. Time for Completion**

Time shall not be of the essence. The Contractor will use reasonable endeavours to ensure that the Works are completed within the time (if any) stated in the Quotation, otherwise within a reasonable time. Liquidated and Ascertained Damages shall be limited to 3% of the value of the Contractors work provided always that the Customer has issued a Non-Completion Notice and informed the Contractor in writing not later than 5 days before the final date for payment as set out in the contract. In the event of damages being applied as above a 2 week period shall be added to our contract duration period before any liability shall apply.

#### **C7. Defects**

The Contractor will rectify at its own cost any defects or faults which appear and are notified by the Customer to the Contractor in writing within 12 months of completion of the Works and are due to defective workmanship by the Contractor or defective materials supplied by the Contractor. The Contractor shall be afforded reasonable opportunity and facilities to investigate such claims.

#### **C8. Consequential Damage**

The Customer expressly waives all claims for special, incidental, or consequential damages it may have against the Contractor, including without limitation damages for principal office expenses, financing costs, loss of business and reputation, and loss of use.

#### **C9. Liability**

The Contractor's liability for death or personal injury to any individual caused by negligence of the Contractor or its Subcontractors or agents is limited to the value of our insurance. Without prejudice to the above, the maximum liability of the Contractor for all other events shall not exceed 3% the contract price.

#### **C10. Disputes**

The Contractor and Customer agree that either party may refer a dispute to adjudication at any time, following the rules and procedures of the Scheme for Construction Contracts Part 1 (the Scheme). The Decision of the Adjudicator shall be binding on the parties until the dispute is finally resolved through agreement or by Arbitration under the CIMAR rules

#### **C11. Jurisdiction**

This contract is governed by the law of England and Wales.